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NOTE CHANGES MADE BY COURT

7 Attorneys for Defendants
Los Alamitos RHF Housing, Inc.,
8 Foundation Property Management, Inc., and
Retirement Housing Foundation
9

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12

13 DENISE ROYAL, an individual,
14

Plaintiff,
15

v.
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17 LOS ALAMITOS RHF HOUSING,
INC., FOUNDATION PROPERTY
MANAGEMENT, INC. RETIREMENT
18 HOUSING FOUNDATION,

19 Defendants.
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) Case No. 8:15-cv-01162-JLS-SSx

) [Discovery Document: Referred to
Magistrate Judge Suzanne H. Segal]

) ~~PROPOSED~~ STIPULATED
PROTECTIVE ORDER

) Action Filed: July 23, 2016
Trial Date: September 27, 2016

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1.

PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted.

Accordingly, Defendants Los Alamitos RHF Housing, Inc., Foundation Property Management, Inc., and Retirement Housing Foundation (collectively, Defendants), as well as Plaintiff Denise Royal (collectively, the "Parties") hereby stipulate to and petition the Court to enter the following Stipulated Protective Order.

The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords extends only to the limited information or items that are entitled under the applicable legal principles to treatment as confidential.

The parties further acknowledge, as set forth *infra*, that this Order creates no entitlement to file confidential information under seal. Civil Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards that will be applied when a party seeks permission from the Court to file material under seal.

2.

GOOD CAUSE STATEMENT

This housing discrimination action may include confidential, privileged, proprietary, or private information including but not limited to Defendants' and/or Plaintiff's financial information, employee personnel files, medical history and information, and third party personal and financial information, for which special protection from public disclosure and from use for any purpose other than prosecution of this action is warranted.

Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately

1 protect information the parties are entitled to keep confidential, to ensure that the
2 parties are permitted reasonable necessary uses of such material in preparation for and
3 in the conduct of trial, to address their handling at the end of the litigation, and serve
4 the ends of justice, a protective order for such information is justified in this matter.

5 It is the intent of the Parties that information will not be designated as
6 confidential for tactical reasons and that nothing be so designated without a good faith
7 belief that it has been maintained in a confidential, non-public manner, and there is
8 good cause why it should not be part of the public record of this case.

9 **3.**

10 **DEFINITIONS**

11 3.1 Party: any party to this action, including all of its officers, directors,
12 employees, consultants, retained experts, insurers, and outside counsel (and their
13 support staff).

14 3.2 Disclosure or Discovery Material: all items or information, regardless of
15 the medium or manner generated, stored, or maintained (including, among other
16 things, testimony, transcripts, or tangible things) that are produced or generated in
17 disclosures or responses to discovery in this matter.

18 3.3 "Confidential" Information or Items: information (regardless of how
19 generated, stored or maintained) or tangible things that qualify for protection under
20 standards developed under Fed. R. Civ. Proc. 26(c).

21 3.4 "Highly Confidential-Attorneys' Eyes Only" Information or Items:
22 extremely sensitive "Confidential Information or Items" whose disclosure to another
23 Party or nonparty would create a substantial risk of serious injury that could not be
24 avoided by less restrictive means.

25 3.5 Receiving party: a Party that receives Disclosure or Discovery Material
26 from a Producing Party.

27 3.6 Producing Party: a Party or non-party that produces Disclosure or
28 Discovery Material in this action.

3.7 Designating Party: a Party or non-party that designates information or items produced in disclosures or in responses to discovery as "Confidential," "Highly Confidential-Attorneys' Eyes Only."

3.8 Protected Material: any Disclosure or Discovery Material that is designated as "Confidential," or "Highly Confidential-Attorneys' Eyes Only."

3.9 “Counsel” or “Attorneys” (without qualifier): The Counsel and Attorneys representing the Parties, including their support staffs.

3.10 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action and who is not a past or a current employee of a Party or of a competitor of a Party and who, at the time of retention, is not anticipated to become an employee of a Party or a competitor of a Party. This definition includes a professional jury or trial consultant retained in connection with this litigation.

3.11 Professional Vendors: persons or entities that provide litigation support services (e.g., photocopying; videotaping; translating; preparing exhibits or demonstrations; organizing, storing, retrieving data in any form or medium, etc.) and their employees and subcontractors.

3.12 Litigation: the captioned case, Royal v. Los Alamitos RHF Housing, Inc., et al., 15-CV-01162 JLS (SSx) (C.D. Cal.).

3.13 "Other litigation": litigation other than the case listed in 3.12.

4.

SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also any information copied or extracted therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus testimony, conversations, or presentations by Parties or Counsel to or in court or in other settings that might reveal Protected Material.

1 5.

2 **DURATION**

3 Even after the termination of this litigation, the confidentiality obligations
4 imposed by this Order shall remain in effect until a Designating Party agrees
5 otherwise in writing or a court order otherwise directs, *subject to L.R. 79-7.*

6 6.

7 **DESIGNATING PROTECTED MATERIAL**

8 6.1 Exercise of Restraint and Care in Designating Material for Protection.

9 Each Party or non-party that designates information or items for protection under this
10 Order must take care to limit any such designation to specific material that qualifies
11 under the appropriate standards. A Designating Party must take care to designate for
12 protection only those parts of material, documents, items, or oral or written
13 communications that qualify-so that other portions of the material, documents, items,
14 or communications for which protection is not warranted are not swept unjustifiably
15 within the ambit of this Order. Mass, indiscriminate, or routinized designations are
16 prohibited. Designations that are shown to be clearly unjustified, or that have been
17 made for an improper purpose (*e. g.*, to unnecessarily encumber or retard the case
18 development process, or to impose unnecessary expenses and burdens on other
19 parties), expose the Designating Party to sanctions. If it comes to a Party's or a
20 non-party's attention that information or items that it designated for protection do not
21 qualify for protection at all, or do not qualify for the level of protection initially
22 asserted, that Party or non-party must promptly notify all other parties that it is
23 withdrawing the mistaken designation,

24 6.2 Manner and Timing of Designations. Except as otherwise provided in
25 this Order, or as otherwise stipulated or ordered, material that qualifies for protection
26 under this Order must be clearly so designated before the material is disclosed or
27 produced.

28 Designation in conformity with this Order requires:

1 (a) for information in documentary form (apart from transcripts of depositions
2 or other pretrial or trial proceedings), that the Producing Party affix the legend
3 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY"
4 at the top of each page that contains protected material. If only a portion or portions
5 of the material on a page qualifies for protection, the Producing Party also must
6 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
7 margins) and must specify, for each portion, the level of protection being asserted
8 (either "CONFIDENTIAL," or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES
9 ONLY").

10 A Party or non-party that makes original documents or materials available for
11 inspection need not designate them for protection until after the inspecting Party has
12 indicated which material it would like copied and produced. During the inspection
13 and before the designation, all of the material made available for inspection shall be
14 deemed "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY." After the
15 inspecting Party has identified the documents it wants copied and produced, the
16 Producing Party must determine which documents, or portions thereof, qualify for
17 protection under this Order, then, before producing the specified documents, the
18 Producing Party must affix the appropriate legend ("CONFIDENTIAL" or "HIGHLY
19 CONFIDENTIAL-ATTORNEYS' EYES ONLY") at the top of each page that
20 contains Protected Material. If only a portion or portions of the material on a page
21 qualifies for protection, the Producing Party also must clearly identify the protected
22 portion(s) (e.g., by making appropriate markings in the margins) and must specify, for
23 each portion, the level of protection being asserted (either "CONFIDENTIAL," or
24 "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY").

25 (b) for testimony given in deposition or in other pretrial or trial proceedings,
26 that the Party or non-party offering or sponsoring the testimony identify on the record,
27 before the close of the deposition, hearing, or other proceeding, all protected
28 testimony, and further specify any portions of the testimony that qualify as

1 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY."

2 When it is impractical to identify separately each portion of testimony that is entitled
3 to protection, and when it appears that substantial portions of the testimony may
4 qualify for protection, the Party or non-party that sponsors, offers, or gives the
5 testimony may invoke on the record (before the deposition or proceeding is
6 concluded) a right to have up to twenty (20) days after the deposition transcript is
7 received to identify the specific portions of the testimony as to which protection is
8 sought and to specify the level of protection being asserted ("CONFIDENTIAL" or
9 "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY"). Only those portions
10 of the testimony that are appropriately designated for protection within the 20 days
11 shall be covered by the provisions of this Stipulated Protective Order.

12 Transcript pages containing Protected Material must be separately bound by the
13 court reporter, who must affix to the top of each such page the legend
14 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY" S
15 ONLY," as instructed by the Party or nonparty offering or sponsoring the witness or
16 presenting the testimony.

17 (c) for information produced in some form other than documentary, and for any
18 other tangible items, that the Producing Party affix in a prominent place on the
19 exterior of the container or containers in which the information or item is stored the
20 legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES
21 ONLY." If only portions of the information or item warrant protection, the Producing
22 Party, to the extent practicable, shall identify the protected portions, specifying
23 whether they qualify as "CONFIDENTIAL" or "HIGHLY
24 CONFIDENTIAL-ATTORNEYS' EYES ONLY."

25 6.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
26 failure to designate qualified information or items as "CONFIDENTIAL" or
27 "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY" does not, standing
28 alone, waive the Designating Party's right to secure protection under this Order for

1 such material. If material is appropriately designated as "CONFIDENTIAL" or
2 "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY" after the material was
3 initially produced, the Receiving Party, on timely notification of the designation, must
4 make reasonable efforts to assure that the material is treated in accordance with the
5 provisions of this Order.

6
7 **7.**

8 **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9 7.1 **Timing of Challenges.** Unless a prompt challenge to a Designating
10 Party's confidentiality designation is necessary to avoid foreseeable substantial
11 unfairness, unnecessary economic burdens, or a later significant disruption or delay
12 of the litigation, a Party does not waive its right to challenge a confidentiality
13 designation by electing not to mount a challenge promptly after the original
14 designation is disclosed.

15 7.2 **Meet and Confer.** A Party that elects to initiate a challenge to a
16 Designating Party's confidentiality designation must do so in good faith and must
17 begin the process by conferring directly (in voice to voice dialogue; other forms of
18 communication are not sufficient) with counsel for the Designating Party. In
19 conferring, the challenging Party must explain the basis for its belief that the
20 confidentiality designation was not proper and must give the Designating Party an
21 opportunity to review the designated material, to reconsider the circumstances; and,
22 if no change in designation is offered, to explain the basis for the chosen designation.
23 A challenging Party may proceed to the next stage of the challenge process only if it
24 has engaged in this meet and confer process first.

25 7.3 **Judicial Intervention.** A Party that elects to press a challenge to a
26 confidentiality designation after considering the justification offered by the
27 Designating Party may file and serve a motion under Civil Local Rule 7 (and in
28 compliance with Civil Local Rule 79-5, if applicable) that identifies the challenged
material and sets forth in detail the basis for the challenge. Each such motion must be

1 accompanied by a competent declaration that affirms that the movant has complied
2 with the meet and confer requirements imposed in the preceding paragraph and that
3 sets forth with specificity the justification for the confidentiality designation that was
4 given by the Designating Party in the meet and confer dialogue.

5 The burden of persuasion in any such challenge proceeding shall be on the
6 Designating Party. Until the court rules on the challenge, all parties shall continue to
7 afford the material in question the level of protection to which it is entitled under the
8 Producing Party's designation.

9 **8.**

10 **ACCESS TO AND USE OF PROTECTED MATERIAL**

11 8.1 **Basic Principles.** A Receiving Party may use Protected Material that is
12 disclosed or produced by another Party or by a non-party in connection with this case
13 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
14 Material may be disclosed only to the categories of persons and under the conditions
15 described in this Order. When the litigation has been terminated, a Receiving Party
16 must comply with the provisions of section 12, below (FINAL DISPOSITION).
17 Protected Material must be stored and maintained by a Receiving Party at a location
18 and in a secure manner that ensures that access is limited to the persons authorized
19 under this Order.

20 8.2 **Disclosure of "CONFIDENTIAL" Information or Items.** Unless
21 otherwise ordered by the court or permitted in writing by the Designating Party, a
22 Receiving Party may disclose any information or item designated "CONFIDENTIAL"
23 only to:

24 (a) the Receiving Party's Counsel of record in this litigation, as well as
25 employees of said Counsel to whom it is reasonably necessary to disclose the
26 information for this litigation;

27 (b) the officers, directors, and employees (including in-house Counsel) of the
28 Receiving Party to whom disclosure is reasonably necessary for this litigation);

1 (c) experts (as defined in this Order) of the Receiving Party to whom disclosure
2 is reasonably necessary for this litigation and who have signed the "Agreement to Be
3 Bound by Protective Order" (Exhibit A);

4 (d) the Court and its personnel, court reporters and their staffs;

5 (e) professional vendors to whom disclosure is reasonably necessary for this
6 litigation;

7 (f) during their depositions, witnesses in the litigation to whom disclosure is
8 reasonably necessary and who have signed the "Agreement to Be Bound by Protective
9 Order" (Exhibit A). Pages of transcribed deposition testimony or exhibits to
10 depositions that reveal Protected Material must be separately bound by the court
11 reporter and may not be disclosed to anyone except as permitted under this Stipulated
12 Protective Order; and

13 (g) the author or original recipients of the document, or the original source of
14 the information.

15 (h) the Receiving Party's carrier representatives to whom it is reasonably
16 necessary to disclose the information for this litigation and who have signed the
17 "Agreement to Be Bound by Protective Order" (Exhibit A).

18 8.4 Disclosure of "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES
19 ONLY" Information or Items. Unless otherwise ordered by the court or permitted in
20 writing by the Designating Party, a Receiving Party may disclose any information or
21 item designated "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY" only to:

22 (a) the Receiving Party's Counsel of record in this litigation, as well as
23 employees of said Counsel to whom it is reasonably necessary to disclose the
24 information for this litigation, including Defendants' in-house counsel.

25 (b) Experts (as defined in this Order) (1) to whom disclosure is reasonably
26 necessary for this litigation, and (2) who have signed the "Agreement to Be Bound by
27 Protective Order" (Exhibit A);

28 (c) the Court and its personnel, court reporters and their staffs;

1 (d) professional vendors to whom disclosure is reasonably necessary for this
2 litigation;

3 (e) during their depositions, witnesses in the litigation employed by or
4 designated as a party witness by the Designating Party to whom disclosure is
5 reasonably necessary and who have signed the "Agreement to Be Bound by Protective
6 Order" (Exhibit A). Pages of transcribed deposition testimony or exhibits to
7 depositions that reveal Protected Material must be separately bound by the court
8 reporter and may not be disclosed to anyone except as permitted under this Stipulated
9 Protective Order;

10 (f) the author or original recipients of the document, or the original source of
11 the information; and

12 (g) the Receiving Party's carrier representatives to whom it is reasonably
13 necessary to disclose the information for this litigation and who have signed the
14 "Agreement to Be Bound by Protective Order" (Exhibit A).

15 9.

16 **PROTECTED MATERIAL SUBPOENAED**

17 **OR ORDERED PRODUCED IN OTHER LITIGATION**

18 If a Receiving Party is served with a subpoena or an order issued in other
19 litigation that would compel disclosure of any information or items designated in this
20 litigation as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL-ATTORNEYS'
21 EYES ONLY," the Receiving Party must so notify the Designating Party, in writing
22 (by email, if possible) immediately and in no event more than three court days after
23 receiving the subpoena or order. Such notification must include a copy of the
24 subpoena or court order.

25 The Receiving Party also must immediately inform in writing the Party who
26 caused the subpoena or order to issue in the other litigation that some or all the
27 material covered by the subpoena or order is the subject of this Protective Order. In
28 addition, the Receiving Party must deliver a copy of this Stipulated Protective Order

1 promptly to the Party in the other litigation that caused the subpoena or order to issue.
2 The purpose of imposing these duties is to alert the interested parties to the existence
3 of this Protective Order and to afford the Designating Party in this case an opportunity
4 to try to protect its confidentiality interests in the court from which the subpoena or
5 order issued. The Designating Party shall bear the burdens and the expenses of
6 seeking protection in that court of its confidential material, and nothing in these
7 provisions should be construed as authorizing or encouraging a Receiving Party in this
8 action to disobey a lawful directive from another court.

9 **10.**

10 **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
12 Protected Material to any person or in any circumstance not authorized under this
13 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
14 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
15 to retrieve all copies of the Protected Material, (c) inform the person or persons to
16 whom unauthorized disclosures were made of all the terms of this Order, and (d)
17 request such person or persons to execute the "Acknowledgment and Agreement to
18 Be Bound" that is attached hereto as Exhibit A.

19 **11.**

20 **FILING PROTECTED MATERIAL**

21 Without written permission from the Designating Party or a court order secured
22 after appropriate notice to all interested persons, a Party may not file in the public
23 record in this litigation any Protected Material. A Party that seeks to file under seal
24 any Protected Material must comply with Civil Local Rule 79-5.

25 **12.**

26 **FINAL DISPOSITION**

27 Unless otherwise ordered or agreed in writing by the Producing Party, within
28 sixty days after the final termination of this action, each Receiving Party must return

1 all Protected Material to the Producing Party. As used in this subdivision, "All
2 Protected Material" includes all copies, abstracts, compilations, summaries or any
3 other form of reproducing or capturing any of the Protected Material. With
4 permission in writing from the Designating Party, the Receiving Party may destroy
5 some or all of the Protected Material instead of returning it. Whether the Protected
6 Material is returned or destroyed, the Receiving Party must submit a written
7 certification to the Producing Party (and, if not the same person or entity, to the
8 Designating Party) by the sixty day deadline that identifies (by category, where
9 appropriate) all the Protected Material that was returned or destroyed and that affirms
10 that the Receiving Party has not retained any copies, abstracts, compilations,
11 summaries or other forms of reproducing or capturing any of the Protected Material.
12 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
13 pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney
14 work product, even if such materials contain Protected Material. Any such archival
15 copies that contain or constitute Protected Material remain subject to this Protective
16 Order as set forth in Section 5, *supra*.

17 **13.**

18 **MISCELLANEOUS**

19 13.1 Right to Further Relief. Nothing in this Order abridges the right of any
20 person to seek its modification by the Court in the future.

21 13.2 Right to Assert Other Objections. By stipulating to the entry of this
22 Protective Order no Party waives any right it otherwise would have to object to
23 disclosing or producing any information or item on any ground not addressed in this
24 Stipulated Protective Order. Similarly, no Party waives any right to object on any
25 ground to use in evidence of any of the material covered by this Protective Order.

26 13.3 Violations of Order. Any violation of this Order may be punished by
27 any and all appropriate measures including, without limitation, contempt proceedings
28 and/or monetary sanctions.

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED:

3/23/16

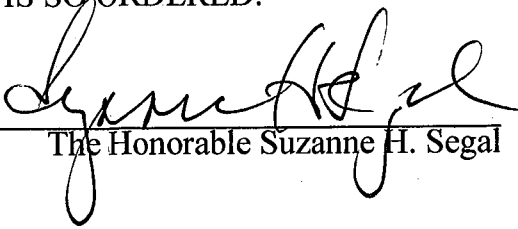

The Honorable Suzanne H. Segal

EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under
penalty of perjury that I have read in its entirety and understand the Stipulated
Protective Order that was issued by the United States District Court for the Central
District of California on _____ [date] in the case of Royal v.
Los Alamitos RHF Housing, Inc. et al., 15-CV-01162 JLS (SSx) (C.D. Cal.). I agree
to comply with and to be bound by all the terms of this Stipulated Protective Order
and I understand and acknowledge that failure to so comply could expose me to
sanctions and punishment in the nature of contempt. I solemnly promise that I will
not disclose in any manner any information or item that is subject to this Stipulated
Protective Order to any person or entity except in strict compliance with the
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this litigation.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and telephone
number] as my California agent for service in connection with this litigation or any
proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____